



Wsparcie udzielone z funduszy norweskich
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Liechtensteinu i Norwegii, oraz środków krajowych.

Appendix 8 to ToR

CONTRACT (MODEL) FOR

“Design and construction of educative permanent exhibition at the revitalized former Carpenter’s Workshop building within the premises of the Silesian Museum in Katowice”

The action is carried out under the main project titled “Revitalization of historical Main Bathhouse and Carpenter’s Workshop buildings, with adjoining area of the former Katowice mine and the construction of the necessary infrastructure for the purposes of the Silesian Museum in Katowice”

Procedure ref. MŚ-ZP-WW-333-3/16

Concluded on this2016 in Katowice, by and between:

Muzeum Śląskie in Katowice, with its registered office in Katowice; address: ul. T. Dobrowolskiego 1, 40-205 Katowice, entered to the Culture Institution Register **maintained by the Silesian Voivodeship** - the Silesian Voivodeship Management under the number RIK-M/12/99, Tax ID (NIP) 634-23-11-686, as represented by

The Director of the Silesian Museum in Katowice - Alicja Knast
by consignment of
The Chief Accountant - Jolanta Grabalska
hereinafter referred to as the *Principal*

and

....., with its registered office in, in ul., postal code
..... the holder of REGON identification number:, Tax ID (NIP):
....., as represented by:

.....

Hereinafter referred to as the *Contractor*,

hereinafter collectively referred to in this contract as “Parties”

This contract was concluded as a result of procedure for the award of public procurement through unlimited tender, pursuant to art 39 of the Public Procurement Act of 29 January 2004 (Journal of Laws of 2013, item 907, as amended).

§1

Subject of the contract

1. The Principal hereby orders and the Contractor undertakes to complete the order consisting in the design and construction of an educative permanent exhibition in the revitalized former Carpenter's Workshop building within the premises of the Silesian Museum in Katowice under the project titled "Revitalization of historical former Main Bathhouse and Carpenter's Workshop buildings, with adjoining area of the former Katowice mine and the construction of the necessary infrastructure for the purposes of the Silesian Museum in Katowice". The detailed scope of the order is specified in the contract subject description document.
2. The Contractor undertakes to complete the subject of contract referred to in §1 sec. 1 in accordance with:
 - 1) the contract subject description,
 - 2) effective fire safety and occupational health and safety regulations
 - 3) requirements resulting from effective standards, technical approvals and certificates,
 - 4) principles of reliable technical knowledge and industrial practices,
 - 5) the point of view of completeness of the goal it is to serveand guarantees the highest quality in the completion of the subject of contract.
3. The Principal undertakes to fulfill the conditions stipulated in the contract, and particularly to accept the subject of contract and to pay the fee.
4. The Contractor hereby declares that they have the necessary expert knowledge and experience, and that they have sufficient personnel and resources to guarantee professional completion of the subject of contract.

§2

Contractor's obligations

1. The Contractor shall be obligated in particular:
 - 1) to provide the Principal with a schedule of successive stages of works as part of performance of the subject of contract referred to in § 3 sec. 3 of the contract.
 - 2) to fulfill Principal's guidelines in terms of design solutions and methods of executing works;
 - 3) to organize works within the building in a correct manner, in accordance with the principles of safety, and particularly to complete all actions required for the correct completion of the subject of contract;
 - 4) to submit all materials to be used by the Contractor in the performance of the contract to the Principal for approval at design stage;
 - 5) to agree with the Principal on the dates requiring their presence;
 - 6) to cooperate with the Principal in all matters regarding the performance of the subject of contract, and particularly to provide Principal's representatives with complete information and to provide insight in any required documents related to the performance of the subject of contract at its every stage, as well as in works carried out within the building and outside it;
 - 7) to cooperate with other contractors working in the building and its vicinity, also by admitting the execution of works on elements included in the subject of this contract;
 - 8) to notify the Principal forthwith of the occurrence of any circumstances, which could potentially affect the quality of works performed or the completion date of this contract;

- 9) to care for the Principal's property, properly securing the space around the building, particularly against dusting, soiling, contaminating, and to restore the area around the building, in which the subject of contract is performed, to its original state before the Principal proceeds to the acceptance of the subject of contract;
2. Should the Principal claim the default referred to in § 2 sec. 1, having notified the Contractor thereof, the Principal shall have the right to subcontract any Contractor's obligations to any third party at the cost and risk of the Contractor. The Principal shall be entitled to deduct this cost from Contractor's fee.
3. The Contractor shall be obligated to provide and deliver all resources, materials, devices, and elements required for the completion of the subject of contract as part of the contractual fee referred to in § 4 sec. 1 of this contract.
4. All materials, elements, etc. comprising the subject of contract shall be factory new and admitted to use within the meaning of effective regulations. Furthermore, the materials, elements, etc. shall fulfill the requirements of pertinent standards in force in Poland and the EU. The Principal shall have the right to admit the use of used objects at the written consent of the Principal.
5. Should the contract fail to describe the technology of execution of a specific element of the subject of contract in detail or should the contract fail to sufficiently specify the type and standard of materials or devices, the Contractor shall be obligated to obtain prior written approval of the Principal of the proposed solutions, in each instance.
6. The Contractor shall bear full liability for any effects and damages incurred during transport of all elements and materials comprising the subject of contract and during their assembly.
7. The Contractor shall bear full liability for all damages to the building, incurred as a result of their works, including, but not limited to stains, dustings (including the dusting of ventilation ducts, filters and air handling units), flooding. In the event of damages to the building, the Contractor shall remove them at their own cost, and should the Contractor fail to fulfill this obligation, the Principal shall remove the subject damages but shall charge the costs of their removal to the Contractor.
8. Should the subject of contract require construction works, the Contractor shall be obligated to prepare suitable design documentation at their own cost, and the design documentation shall be approved by the Principal. Furthermore, the Contractor shall be obligated to obtain all approvals and permits under effective regulations. All and any construction works shall be carried out in line with effective Polish and EU standards, guidelines and regulations. The Contractor shall submit a schedule of works, a list of materials, devices and technologies applied in the execution of works to the Principal for approval.

§3

Dates, acceptance of the subject of contract

1. The Principal shall notify the Contractor by report of the place of completion of the subject of contract within the Principal's premises within 2 days from the date of concluding this Contract.
2. The subject of contract **completion** term shall be divided into the following 3 stages:
 - 1) Stage 1 - completion of full, detailed design documentation within the deadline specified in the schedule referred to in § 3 sec. 3.
 - 2) Stage 2 - completion, delivery and launch of the exhibition - **until 21.10.2016**.
 - 3) Stage 3 - startup supervision provided by the Contractor during exhibition use by the Principal, for a period of 14 days from the day of signing the "Stage 2 acceptance report" referred to in § 3 sec. 13 of the contract.
3. Within a maximum of 7 days from the conclusion of the contract, the Contractor shall provide the Principal with a detailed schedule of works regarding the completion of the subject of contract, including, in particular:
 - 1) Completion of Stage 1 referred to in § 3 sec. 2 pt. 1) of the contract, including: development of detailed screenplay for the exhibition, a complete layout-architectural design, detailed design

- of exhibition systems and other designs required for the execution of the exhibition, a cost estimate for the completion of the exhibition, proof of obtaining all of the required decisions, permits, assessments, notifications, licenses, etc., required for the development of design documentation and the completion of works;
- 2) Completion of Stage 2 referred to in § 3 sec. 2 pt. 2) of the contract, including: execution of the necessary deliveries and services, as well as the assembly and startup of the necessary equipment and the Exhibition, development of as-built documentation and the provision of a bill of exhibition operation and maintenance costs in an annual breakdown;
 - 3) Completion of Stage 3 referred to in § 3 sec. 2 pt. 3) of the contract;
 - 4) The schedule shall account for the time required for familiarizing the documentation prepared as part of Stage 1 and the submission of Contractor's comments, which cannot be shorter than 14 days.
4. Acceptance shall assume the scope of the contract, completed according to the contract subject description and the terms and provisions of this contract.
 5. The Principal shall proceed with the acceptance of the subject of contract within up to 2 days from receiving written notification from the Contractor of the completion of works.
 6. Acceptance shall be performed in two stages specified in § 2 sec. 2. A "Stage 1 acceptance report", hereinafter referred to as "Report 1" shall be drawn up on the Stage 1 acceptance activities.
 7. Should any defects, faults, or inconsistencies be claimed during acceptance, a pertinent Report shall be drawn up to present any information on the shortages, defects, or inconsistencies claimed. The Principal shall be then entitled to refuse to accept the works and shall establish a time to have the defects removed by the Contractor. After the end of this period, the Principal shall proceed to second acceptance of the subject of contract.
 8. Should the Contractor fail to remove the defects, faults, or inconsistencies within the term specified in the Report, the Principal shall have the right to charge contractual penalties for untimely performance of the subject of contract pursuant to § 7.
 9. The Parties hereby agree that any defects referred to in sec. 6 shall be removed by the Contractor at their own cost, regardless of the sum of costs to be borne to remove the said defects, faults or inconsistencies.
 10. Should the Contractor fail to remove the defects referred to in sec. 6 within the term established by the Principal, the Principal shall be entitled to contract the execution of all of the necessary works required for the removal of the said defects, as indicated in the Acceptance report, and charge the Contractor with all costs related to their removal.
 11. Should any irreparable defects be claimed in the course of acceptance of the subject of contract, the Principal shall be entitled to:
 - 1) claim a reduction of the Contractor's fee referred to in § 4 sec. 1 by the value of lost functional, esthetic and technical value of the subject of contract;
 - 2) if the subject of contract is unfit for use due to these defect, to terminate the Contract.
 12. The Parties hereby agree that the activities referred to in sec. 5 shall be attended by the authorized representatives of the Contractor and the Principal.
 13. A "Stage 2 acceptance report", hereinafter referred to as "Report 2" shall be drawn up on Stage 2 acceptance activities. The provisions of sec. 7 to 12 of this article shall apply.
 14. A "Stage 3 acceptance report", hereinafter referred to as "Report 3" shall be drawn up on Stage 2 acceptance activities. The provisions of sec. 7 to 12 of this article shall apply.
 15. After the Contractor and the Principal have signed the Acceptance reports referred to in sec. 6, 13 and 14, confirming the completion and acceptance of the subject of contract, will the Contractor be entitled to issue a VAT invoice.
 16. To allow the Principal to use a part of the subject of contract, the Parties hereby admit the performance of acceptance of the subject of contract.

§4

Fee

1. The Contractor shall receive a flat-rate fee of PLN net, increased by applicable VAT rate of PLN, giving a total gross sum of PLN (in words: zlotys/100) for the completion of the subject of contract.
2. The fee referred to in sec. 1 shall be a flat-rate fee and shall include, in particular, all and any costs borne by the Contractor in the correct performance of the subject of contract, according to effective regulations and requirements formulated by the Principal, and particularly any costs of supply of any materials and tools, or the execution of installation works, as well as any other activities which are not listed in the tender documentation, and the execution of which is necessary for the correct performance of the contract, including, but not limited to: all preparatory works, all works aiming at securing the space of the building, all cleaning works (as well as the costs of disposal of post-construction waste), recreation of damages to the building, and any other costs stipulated by the contract, the payable VAT rate, and all elements of risk related to the completion of the contract, but not specified by the Principal despite their unforeseeable nature at the moment of preparation of the proposal.
3. The fee shall be paid in the following parts and according to the following schedule:
 - a) 10% of the fee referred to in sec. 1 shall include the fee for the completion of Stage 1 of the subject of contract, as referred to in § 3 sec. 2 pt. 1) of the contract. The acceptance report referred to in §3 sec. 5 shall be the basis for issuing a VAT invoice.
 - b) 85% of the fee referred to in sec. 1 shall include the fee for the completion of Stage 2 of the subject of contract, as referred to in § 3 sec. 2 pt. 2) of the contract. The acceptance report referred to in §3 sec. 13 shall be the basis for issuing a VAT invoice.
 - c) 5% of the fee referred to in sec. 1 shall include the fee for the completion of Stage 2 of the subject of contract, as referred to in § 3 sec. 2 pt. 3) of the contract. The acceptance report referred to in §3 sec. 14 shall be the basis for issuing a VAT invoice.
4. The fee shall be paid under VAT invoices issued by the Contractor, via wire transfer to the bank account of the Contractor listed in the invoices, within 30 days from the date of receipt of correctly issued invoices by the Principal.
5. The date of crediting the Principal's bank account shall be construed as the date of payment.
6. In the event of any delays in payment, the Contractor shall be entitled to claim the payment of statutory interest, with the exception of situation described in sec. 5.
7. Without Principal's consent, the Contractor shall not have the right to transfer any liabilities hereunder onto any third parties. This shall also apply to the confirmation of cession of liabilities from bank credit secured by the liabilities hereunder.

§5

Contract performance management

1. The Contractor shall appoint the following persons to oversee the performance of this contract:
A Project Manager and a person authorized to act on behalf of the Contractor during the performance of this contract, and particularly to sign any of the documents listed in the contract:
..... tel.:, e-mail:
Script writer: tel.:, e-mail:
Designer: tel.:, e-mail:
Educator: tel.:, e-mail:
2. The Principal shall appoint the following persons to be in charge of the coordination of works related to the performance of the subject of contract:
 - a) Łukasz Dziabek, e-mail: l.dziabek@muzeumslaskie.pl (layout-architectural scope);
 - b) Adam Pisarek, e-mail: a.pisarek@muzeumslaskie.pl (substantive scope).

3. The Contractor shall be obligated to ensure that the persons listed in §5 sec. 1 shall be coordinating the performance of the contract, supervise design and construction works in the works' preparation and execution sites, attend meetings with the Principals, provide the necessary explanations related to the performance of the contract, etc. in person.
4. The persons listed in sec. 1 shall be fluent in Polish. If any of the persons does not speak Polish fluently, the Contractor shall be obligated to provide at least one translator for the contract performance period, to ensure that all needs resulting from the contract are addressed.
5. A change in any of the persons listed in § 5 sec. 1 shall take place only after the other party is duly notified of such change in writing. A change of the persons listed in § 5 sec. 1 can be made provided that the new persons fulfill the requirements regarding experience and qualifications, as set forth in chapter III sec. 1 pt. 3) of the Terms of Reference. A change in any of the persons shall not require an amendment to the Contract and shall not constitute a material change of the Contract.
6. Any works constituting the subject of Contract and performed inside the Carpenter's Workshop building can be carried out for 24 hours a day, 7 days a week.

§6

Warranty and statutory warranty

1. The Contractor shall grant a warranty and statutory warranty for the subject of contract for a period of 5 years. Detailed terms of warranty are set forth in appendix 1 to the Agreement. The warranty period shall be counted from the date of signing of the Stage 2 acceptance report by the Principal, regardless of whether the subject of contract was completed in person by the Contractor or whether it was completed by subcontractors or sub-subcontractors (subject of warranty).
2. Contractor's warranty shall cover good quality and durability of the completed works.
3. Within the warranty and statutory warranty period, the Contractor shall assume all of the obligations related to service and maintenance of exhibition elements, which affect the effectiveness of warranty, and the correct functioning of the exhibition.
4. The Contractor shall grant warranty on the terms stipulated herein, in the Warranty Terms (Appendix 1) and in the Civil Code. In the event of any discrepancies, the terms of higher benefit to the Principal shall apply.
5. Signing the contract, the Contractor shall be obligated to submit the signed Warranty Terms document included in appendix 1 to the Contract.
6. Apart from any rights under the warranty granted, the Principal shall retain any rights under statutory warranty for defects, to which they are entitled under the provisions of the Civil Code. Statutory warranty period shall equal the warranty period.
7. Any notifications of defects of the subject of contract, and particularly requests for repairs or replacement of any equipment/devices or other elements assumed with this contract shall be made by the Principal in writing or via e-mail or fax, at the Contractor's address.
8. Contractor's liability shall also include any consequences, damages and claims of third parties, which can be instituted as a result of faulty performance of this contractor or for reasons lying in the subject of contract supplied or its installation method. Should any third party place any claims with the Principal in relation to the use of the subject of contract, the Contractor, at the Principal's request, shall be obligated to join the proceeding and exercise all efforts to accept full liability. The Contractor shall cover all costs of damage incurred to the Principal and shall reimburse the Principal for the value of any compensations and liabilities paid, if the personal injury or property damage claimed by a third party is the result of incorrect performance of the subject of contract in terms of safe operation of the subject of contract by its users (in particular by incorrect execution or operation, the absence of safety measures on the devices or equipment).

§7

Contractual penalties

1. The Contractor shall pay the Principal contractual penalties for non-performance or incorrect performance of the contract, regardless of whether a damage was incurred or not.
2. The Contractor shall pay the Principal contractual penalties:
 - 1) for each commenced day of delay in the completion of the subject of contract, as set forth in §3 sec. 2 - in the amount of 0.2% of the gross contract value referred to in §4 sec. 1;
 - 2) for each commenced day of delay in the performance of a service, for which the Principal or the Parties have established a completion date referred to in pt. 1 above - in the amount of 0.2% of the gross contract value referred to in §4 sec. 1;
 - 3) upon termination or withdrawal from the contract by any of the Parties, for reasons attributed to the Contractor - in the amount of 20% of the gross contract value referred to in §4 sec. 1;
 - 4) upon any delays in the provision to the Principal of the original or copy of policy certified by the Contractor, including a receipt confirming the payment of the policy pursuant to the requirements of § 10 of the Contract - in the amount of PLN 1000.00 (in words: one thousand zlotys) for each commenced day of delay;
 - 5) for breaching the confidentiality obligation referred to in § 2 sec. 9 of the Contract, in the amount of 3 % of the gross fee set forth in § 4 sec. 1 of the Contract, for each instance of breach, which shall not limit the Principal's right to claim further compensation, should the contractual penalty fail to cover the damage incurred to the Principal.
3. The total sum of contractual penalties charged to the Contractor shall not exceed 30% of the gross contract value referred to in §4 sec. 1
4. The report stating the basis for the contractual penalty charged shall constitute the basis for charging the contractual penalty.
5. The Contractor hereby consents to the deduction of contractual penalties set forth herein - at the Principal's discretion - from the fee payable to the Contractor or the performance bond established.
6. If the contractual penalty exceeds the value of damage incurred, the Principal shall have the right to claim supplementary compensation in court.

§ 8

Contract termination

1. Reserving all of their rights and claims with the Contractor, the Principal shall be entitled to terminate the contract, either in whole or in part, at the Principal's discretion, within 30 days from the day of receiving information of any of the following circumstances:
 - 1) The Contractor was put into liquidation,
 - 2) The Contractor has incurred major damage to the Principal or has incurred successive damage to the Principal, regardless of its severity,
 - 3) The Contractor has failed to complete the subject of contract within 7 days, as set forth in §2 sec. 2 of this contract.
 - 4) The technical equipment supplied or its particular elements are found defective or inconsistent with the contract subject description, and the said defects or inconsistencies are not removed in whole within the terms referred to in §9 of the contract.
2. Should the Contractor perform the subject of contract in a faulty manner or against the provisions of the contract, the Principal shall request that the Contractor changed the performance method and shall establish a pertinent term for this purpose. If the Contractor has failed to do so in this term, the Principal shall be entitled to terminate the contract or to contract the repair of the subject of contract to another contractor at the cost and risk of the contractor.
3. The causes for contract termination set forth in sec. 1 and 2 are construed by the Parties as causes resulting from the Contractor's default.

4. In the occurrence of a significant change in circumstances resulting in that the performance of the contract is no longer in public interest, which could have not been foreseen at the stage of contract execution, the Principal shall have the right to terminate the agreement within 30 days from the date of receipt of information of these circumstances. The Contractor shall be entitled to claim the payment of the part of the fee corresponding to the completed part of the contract.

§ 9

Warranty service

1. The Principal shall be obligated to notify the Contractor of any defects detected - by fax (no.:) or via e-mail (e-mail:) or in writing, at the Contractor's address.
2. The details of performance of service in the warranty period are included in Appendix 1 to the Contract.
3. Defects shall be removed in the Principal's building. Removal of any defects outside the Principal's building shall require written consent of the Principal.
4. Any defects revealed within the warranty and statutory warranty period shall be removed at the Contractor's cost (applicable to all materials and parts and activities taken in relation to the removal of the defect), within terms established by the Parties in each instance. If the Parties have not established a defect removal term, this term shall be 7 days from the date of receipt of a defect notification by the Contractor.
5. In the event a breakdown is reported which affects the correct functioning of the exhibition, the Contractor shall provide a replacement solution (bypass) for the duration of repair, that is until the commencement of the day following the next exhibition day from the date of reporting the breakdown. The replacement solution can be executed with the use of any material, piece of equipment, software or procedure implemented by the Contractor, provided that the functionality of the specific Exhibition element is restored for the visitors. The Principal hereby admits the application of replacement solutions with different parameters to the parameters of the damaged elements, provided that their application provides the correct reception of the Exhibition by the visitors.
6. The Contractor shall bear the cost and liability for the transport of any contract subject element for the purpose of removing a defect.
7. All and any physical defects of the contract subject element should be stated in writing by an authorized representative of the Principal and the Contractor before the device is handed over to the Contractor for defect removal. The Contractor shall be obligated to analyze the defect reported and to set a date and method of its removal. Defect removal shall proceed after the removal method is approved in writing by the Principal.
8. Should Contractor's services fail to react within the terms set forth in appendix 1 to the contract, or should the Contractor fail to remove the defects within the pre-established term, and in the occurrence of defects posing a threat to the life or health of people or posing a threat of severe material losses, the Principal shall have the right to contract the replacement performance of any works aiming at the removal of claimed defects, and to charge all costs related to the removal of the aforementioned defects.
9. If a defect to the subject of contract is irreparable or if the Contractor fails to remove the defect within the term referred to in sec. 4, or if the system element still displays defects after the defects are removed, the Principal shall have the right, at their own discretion, regardless of the character and size of the defect:
 - 1) to claim free-of-charge replacement of the system element within a scope required to restore contractual conformity, with an element with identical or improved parameters, free of defects, within 14 days from the date of reporting the claim, or
 - 2) to claim a price reduction in an applicable ratio, or

- 3) to terminate the contract in whole or in part within 30 days from the date of detecting the defect.
10. The warranty or statutory warranty period for repaired equipment shall be extended to accommodate the repair time.
11. In the occurrence of another defect in the same equipment or its element, after having performed 3 repairs of the same equipment or its element, the Contractor shall be obligated to supply new technical equipment within a maximum of 21 days from the date of receipt of a pertinent written request by the Principal.
12. In the case of equipment replacement with new equipment, the Principal requires that the new equipment had identical or improved parameters to those specified in the contract subject description.

§10

Contractor's Insurance

1. The Contractor undertakes to maintain the following insurances for the entire effective term of the contract:
 - 1) Civil liability insurance (policy) covering damages incurred in relation to the performance of the subject of this contract, stipulating an insurance sum not lower than PLN 1 000 000 (in words: one million zlotys) for one and all events.
2. The Civil Liability policy should cover the Contractor's contractual and tort liability, and should account for the following claims of the insured party:
 - 1) Civil Liability for damages revealed after the commissioning of the subject of completed works or services, created after the subject is transferred (the so-called completed operations liability),
 - 2) Civil Liability for damages incurred to the Principal's property,
 - 3) Civil Liability for damages incurred by subcontractors (if the Contractor intends to subcontract works).
3. The Principal admits the submission of a Civil Liability policy dedicated to this contract or a block Civil Liability policy (renewed every year), with the reservation that the type of activity insured shall be adequate to the subject of this contract.
4. Possible limitations of insurance coverage (including franchise or own agencies) stipulated in Contractor's policies do not release the Contractor from liability for damages incurred to the Principal.
5. The Principal shall be obligated to provide the Principal with a copy of the policies referred to in sec. 1, certified by the Contractor, including a receipt confirming its payment, i.e. proof of payment of an entire contribution or all installments required until the date of signing this contract within 3 days from the date of signing this contract. Should the Contractor fail to fulfill this obligation, the Principal shall have the right to withhold the handover of the construction site until the documents are submitted, which shall not suspend the course of the contract performance schedule effective for the Contractor. Should the policy coverage period referred to in sec. 1 lapse in the effective term of the contract, the Contractor shall be obligated to forthwith submit to the Principal a copy of the renewed policy, certified by the Contractor, within a maximum of 7 days before the last effective day of the previous policy.

§ 11

Copyrights

1. The Contractor hereby declares that they hold exclusive and unlimited copyrights, which do not and shall not infringe any third party copyrights, to all and any materials and results of works supplied

to the Principal by the Contractor, and that they have not granted any licenses for the use of the works comprising the subject of this contract. This shall not apply to copyrights to works from the *Podróże Tomka* cycle, written by Alfred Szklarski - in terms of copyrights to the protagonists and motifs included in these works, to which the Principal is entitled under a license granted by the Muza S.A. Publishing House. The Principal hereby grants a free sublicense to the aforementioned works for the purpose and period of creation and operation of the exhibition assumed with this contract to the Contractor.

2. In case of works, in particular, computer programmes, photos, videos, recordings, images etc. which are necessary for the Contractor to provide the Ordering Party with the subject matter of the contract, and subsequently for the Ordering Party to use it, to which the Contractor party holds no copyrights, the Contractor shall be obliged to bear the cost of acquiring relevant license and granting such license to the Ordering Party to the extent granted to them by the holders of copyrights to the abovementioned works , or at least to the extent equivalent to the fields of use laid down in the agreement.
3. Should any third parties place any claims regarding the use of the subject of this contract by the Principal, the Contractor undertakes to take, at their cost and risk, any legal measures to guarantee due protection of the Principal against such third party claims. The Contractor undertakes to join the Principal in all proceedings conducted against the Principal. The Contractor undertakes to compensate the Principal for all costs borne by the Principal or charged to the Principal in a copyright claim procedure instituted due to the Principal's use of the subject of this contract.
4. The Contractor shall transfer onto the Principal all copyrights to the entire subject of this contract, and particularly to any materials and its drafts, created by the Contractor, as part of the contractual fee referred to in § 4 sec. 1 of this contract, successively, as of the moment of confirmation of completion of the subject of this contract, that is when the Principal signs the acceptance reports for a given contract Stage, pursuant to the provisions of the Act of 4 February 1994 on copyrights and derivative rights, in particular in the following fields of exploitation:
 - 1) permanent and temporary fixation or multiplication, in whole or in part, using any means or in any form, in a scope, in which its multiplication is required for the introduction, screening, application, transmission and storage, for the completion of the functions the subject of contract is to fulfill,
 - 2) creation of new versions and adaptations (translation, adaptation, change of layout or any other changes),
 - 3) copying with the use of suitable digital technique,
 - 4) distribution of the subject of contract in any form and embodiment,
 - 5) public performance and playback,
 - 6) introduction of materials supplied to own data, either in the original form, or in the form of fragments, studies,
 - 7) introduction to computer memory and use on the Internet.
5. As part of the contractual fee referred to in § 4 sec. 1 of this contract, as and when the Principal signs the acceptance report for a specific Stage of the subject of contract, the Contractor shall consent to the exercise of derivative rights to the subject of contract, established on the performance of this contract on all fields of exploitation listed in this contract.
6. The transfer referred to in sec. 4 and 5 of this article shall be performed without any temporal, territorial or quantitative limitations.
7. The Contractor hereby grants irrevocable consent to the introduction of any changes and modifications to the subject of contract by the Principal.

§ 12

Subcontractors

1. The Contractor shall complete the subject of contract without the participation of any subcontractors.

Or

The Contractor shall complete the subject of contract with the participation of the following subcontractor(s), in the following scope:

2. Any change of subcontractor shall be made in accordance to the principles set forth in §12.
3. Whenever the Contractor subcontracts any part of works to a subcontractor the Principal has not been notified of before the contract was concluded, the Contractor shall receive prior written consent of the Principal to such subcontractor, or the Contractor shall otherwise pay a contractual penalty of 5% of the contract price referred to in §4 sec. 1, which shall not limit the Principal's right to claim further compensation.
4. With any change or resignation of any subcontractor/s, whose resources the Contractor has referred to according to the principles set forth in art 26 sec. 2b of the Public Procurement Act, to prove that the conditions for participation in the procedure are fulfilled, as referred to in art 22 sec. 1 of the Public Procurement Act, the Contractor shall be obligated to prove to the Principal that the replacement subcontractor or contractor proposed shall individually fulfill the conditions for participation in the procedure, as set forth in art 2 sec. 1 of the Public Procurement Act to an identical or higher extent to the extent required by the Principal in the procedure preceding the conclusion of this contract.
5. The subcontractor shall not be entitled to further subcontract the subject of contract to sub-subcontractors without obtaining prior written consent of the Principal and the Contractor.
6. The Contractor shall bear full liability for the actions or acts of negligence of their subcontractor(s) and their sub-subcontractors, as if there were their own.
7. The Contractor shall conduct all settlements with their subcontractors.
8. The Principal reserves the right to claim the confirmation of payments made to them by the Contractor from the subcontractors and sub-subcontractors.

§ 13

Changes to the agreement

1. The Principal hereby admits the possibility of introducing changes to the provisions of this contract - pursuant to art. 144 sec. 1 of the Public Procurement Act, at the consent of both parties.
2. The Principal hereby admits the possibility of introducing changes in the occurrence of at least one of the following circumstances, considering the conditions of their occurrence:
 - 1) possible change of subcontractors, with the reservation that these subcontractors hold the same properties (qualifications) and fulfill the terms and conditions of this contract through the persons appointed to the performance of this contract, or otherwise the subcontractors shall not be admitted to the performance of the contract; If the change of subcontractor refers to the entity whom the Contractor referred to under art 26 sec. 2b of the Public Procurement Act to prove the fulfillment of conditions for participation in the procedure referred to in art 22 sec. 1 of the said Act, the Contractor shall be obligated to prove to the Principal that the proposed subcontractor or contractor individually fulfills such conditions to an extent equal or exceeding the extent required in the course of the procurement award procedure.
 - 2) any change in the method of performance of the subject of contract from individual performance by the Contractor to subcontracted performance, provided that the subcontractors shall fulfill the terms and conditions set forth in this contract and necessary for the completion of a given part of the subject of contract, and the properties required from the Contractor;
 - 3) changes in the official VAT rate within the effective term of the agreement. The contract value referred to in § 4 sec. 1 of the contract shall be indexed to account for the VAT sum resulting from the VAT rate effective as of the creation of the tax obligation. The value of Contractor's

fee shall be established in each instance in consideration of the VAT tax rate effective as of the invoice date.

- 4) any changes in effective legislation affecting the performance of the contract - in this case, changes to the agreement shall be limited to changes required to adapt the subject of contract and documentation to the lawful state;
 - 5) force majeure circumstances hindering the correct performance of the contract within the primary term - the service performance term shall be extended by the duration of the force majeure circumstances;
 - 6) an external event other than a force majeure incident, impossible to foresee and prevent, and hindering the performance of the subject of contract according to the contract - the service performance term shall be extended by the duration of the external event;
 - 7) periodic change or shutdown of the contract performance site, if such necessity was enforced by circumstances remaining beyond the control and responsibility of the Principal;
 - 8) changes in the order and terms of contract performance, changes in the order and terms of payment (including interim payments) for the completion of the subject of contract whenever these are beneficial to the Principal;
 - 9) changes in the concept of the exhibition, resulting from functional, esthetic conditions and safety reasons.
3. Any change of data related to administrative-organizational service of the contract (e.g. change of bank account number) or change of address data shall not constitute a change to the contract within the meaning of art 144 of the Public Procurement Act.
 4. Changes referred to in sec. 2 shall be implemented after a party to this contract has submitted an application for change to the other Party, including a written justification and/or pertinent document confirming the legitimacy of the change.

§ 14

Operation and Maintenance Costs

1. In an annual breakdown, the Contractor shall calculate the operation and maintenance costs of the exhibition, such as energy consumption (the contractor shall calculate the energy consumption basing on manufacturer data, in the daily variant - i.e. exhibition open for sightseeing between 10.00 a.m. and 8.00 p.m. - and assuming that the exhibition operates as set forth in § 13 sec. 1 of the Contract), short-lived materials, removal of effects of material depreciation on use, and all consumptions of carrier consumables and the activity pack, such as lamps, buttons, screens, didactic aids - (assuming their operation for 60 hours a week, a maximum of 1800 visitors a week for 310 days a year) - these shall not exceed PLN 100 000 net. Net exhibition operation and maintenance costs exceeding PLN 100 000 in each year shall be increased maximally by the consumer price index published by the President of the Main Statistical Office (source: <http://stat.gov.pl/sygnalne/komunikaty-i-obwieszczenia/2015,rok.html>). Should the Principal document the excess of the aforementioned exhibition operation and maintenance costs, the Principal shall have the right to charge the Contractor with the increase of these costs in the entire warranty period.
2. The Principal shall be in charge of paying the costs related to acts of vandalism (such as larceny and intentional act aiming at destroying an exhibition element), which shall not however include accidental damages resulting from the motor use of exhibition elements by adults (e.g. damages to short-lived elements of the exhibition with a purse hanging on one's arm, kicking marks on an ill-designed seat, etc.) or by children from the age of 4, which should be appraised and included in operation and maintenance costs.
3. If any devices, installations, systems, materials, etc. were installed as part of the works hereunder, for which the manufacturer/supplier demands paid, obligatory service and/or maintenance by authorized units, the Contractor shall be obligated to conclude contracts for such service and/or maintenance and to pay the costs related to such contracts in the warranty period. The Contractor shall be responsible for timely service of all of the aforementioned elements and shall bear its costs in the warranty period.

§15
Performance bond

1. The performance bond guaranteeing the completion of the subject of contract is hereby established at 10% of the gross fee referred to in §4 sec. 1 in the sum of PLN; in words:
2. The Contractor hereby declares that they have paid a performance bond referred to in sec. 1 before concluding this contract on
3. Contractors applying for the grant of joint procurement shall be held jointly and severally liable for paying the performance bond.
4. For any change in the form of performance bond made by the Contractor, for which written consent of the Principal is not required, the Contractor shall draw up a written notification for the Principal.
5. The performance bond shall be returned to the Contractor in the following parts:
 - 1) A part of the performance bond (70%) guaranteeing the completion of the subject of contract shall be released and returned to the Contractor within 30 days from the date of final acceptance of the subject of contract and the Principal's recognition that the contract was duly completed, that is within 30 days after the Stage 3 acceptance report is signed by the Principal;
 - 2) A part of the performance bond (30%) used to cover any statutory warranty claims shall be returned to the Contractor within a maximum of 15 days after the end of the statutory warranty term.
6. The Contractor shall be obligated to provide a performance bond for the entire effective term of the contract, also when the actual effective term of the contract is extended, regardless of the causes which resulted in this extension, and regardless of who is held liable for the extension. In particular when the performance bond was entered in the form of bank or insurance guarantee, the Contractor shall be obligated to provide the Principal with a new bond document confirming the extension of the performance bond period before the end of the effective term of the current performance bond.
7. Other issues related to the performance bond shall be governed by the Public Procurement Act.

§16
Confidentiality

1. The Contractor undertakes to respect the confidential nature of all and any information received in the performance of this contract (hereinafter referred to as Confidential Information), regardless of whether the Confidential Information is oral or fixated in any form.
2. The Contractor undertakes not to disclose the Confidential Information to any third parties and to block access to the Confidential Information for any third parties, unless pertinent rules of law state otherwise.
3. Confidential Information shall be used by the Contractor solely for the performance of the Contract.
4. Any obligations stipulated herein shall also apply after the contract is terminated or expired or has lost its effect for other reasons.
5. The Contractor undertakes to guarantee the application of the provisions of this article to all of their subcontractors, partners, employees and all persons delegated by the Contractor.
6. **The Contractor shall be responsible for securing documents and information against the access of any unauthorized parties, or shall otherwise pay the Principal a compensation corresponding to the actual damage incurred to the Principal.**

§ 17
Final provisions

1. In all matters not settled herein, the provisions of the Civil Code and the Public Procurement Act shall apply.
2. All and any changes to the Contract must be made by the authorized representatives of the Principal and the Contractor in writing, through annex to the Contract, or shall otherwise be null and void.
3. The Contractor shall not have the right to cede all or a part of their rights and obligations hereunder onto any third parties without obtaining prior written consent of the Principal.
4. The Parties hereby declare that with any dispute arising from the interpretation or performance of this contract, they will undertake negotiations in good will to resolve the dispute. If the parties fail to achieve a resolution through negotiations, such dispute shall be settled by a court of law with local jurisdiction of the registered office of the Principal.
5. The Contract was executed in three counterparts, 2 counterparts for the Principal and 1 counterpart for the Contractor.

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Contractor

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Director of the Silesian Museum in Katowice

Consigned by

.....
Chief Accountant

Appendix 1. Warranty Terms.